

State of Utah  
Department of Workforce Services



**Request for Grant Applications  
(RFG)  
Out-of-Wedlock Pregnancy  
Prevention  
CFDA #93.558**

## **Grant Application Cover Sheet**

OUT-OF-WEDLOCK PREGNANCY PREVENTION GRANT

### **APPLICANT**

Legal Program Name: \_\_\_\_\_

Doing business as: [ ☐ ] **a sole proprietor** [ ☐ ] **a not-for-profit corporation**  
[ ☐ ] **a for-profit corporation** [ ☐ ] **a partnership** [ ☐ ] **a limited liability company**  
[ ☐ ] **a government agency** (*mark appropriate box*).

### **PRINCIPAL OFFICE ADDRESS:**

Street Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

E:mail Address \_\_\_\_\_

### **TAXPAYER IDENTIFICATION NUMBER:**

Employer I.D. No. \_\_\_\_\_ **OR** Social Security No. \_\_\_\_\_  
(Corporation or Partnership) (Individual)

### **CONTACT**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

Email Address \_\_\_\_\_

The undersigned, having carefully read and considered the Request for Grant Applications to provide Out-of-Wedlock Pregnancy Prevention Services for the Utah Office of Child Care, does hereby offer to perform such services, in the manner described and subject to the terms, conditions, and budget set forth in the attached proposal. To the best of my knowledge and belief, all data in this application are true and correct.

BY: \_\_\_\_\_  
(Signature of authorized representative) (Please Print or Type Name)

Title \_\_\_\_\_ Date \_\_\_\_\_

## **REQUEST FOR GRANT APPLICATIONS Out-of-Wedlock Pregnancy Prevention**

### **PURPOSE OF REQUEST FOR GRANT APPLICATIONS (RFG)**

The Utah Department of Workforce Services (“DWS”) is seeking applications for grants to help fund out-of-wedlock pregnancy prevention programs in the state of Utah. Grants will be available to multiple programs statewide. Local governments, public or private not-for-profit organizations, for-profit organizations, ecumenical organizations, state offices and agencies, units of local governments, Indian tribal governments, and non-profit non-governmental agencies are encouraged to apply.

The State’s goal is to reduce the rate of out-of-wedlock pregnancies by offering grant funds to existing pregnancy prevention programs in Utah. Program and service components should equally emphasize male and female roles and responsibilities in preventing out-of-wedlock pregnancies, include parents, and be attuned to the varied developmental needs of male and female adolescents ages 15-18 years and/or those enrolled in grades 9-12 and post high-school males and females up to and including age 23.

Because statistics from the Utah Department of Health show a marked increase over the last five years in the percentage of teenagers infected with STDs, Grantees will also be expected to address this issue in their programs.

DWS will give special consideration to programs that support culturally diverse populations including but not limited to Hispanics, Latinos, Native American Indians, African Americans, Pacific Islanders, and Refugees.

### **BACKGROUND**

The State of Utah has the goal of reducing unplanned teen pregnancies 20% by the year 2015. In order to meet this goal, DWS is issuing this grant as a tool to reduce unplanned teen pregnancies in the State by 10% over the next five (5) years (equivalent to a 2%-3% annual reduction). Grantees are expected to strive for this annual goal while developing, administering, and providing services under this Grant.

### **ISSUING OFFICE**

The State of Utah Department of Workforce Services Division of Work and Family Life is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Utah Commission on Women and Families.

## **FUNDING**

Grants will be awarded to existing programs that are shown to be effective and which include identified success components. **Applications for funding under \$15,000 will not be considered.**

## **LENGTH OF FUNDING PERIOD**

The performance period for grants awarded will be from October 1, 2006 up to and including September 30, 2007. Ongoing grants for projects are contingent upon Workforce Services receiving ongoing funding. Each applicant will be required to submit a renewal application each year. DWS may elect not to provide for renewal.

## **ELIGIBILITY / NUMBER OF AWARDS**

- A. Local governments, public or private not-for-profit organizations, for-profit organizations, state offices and agencies, faith-based organizations, schools, units of local governments, Indian tribal governments, and non-profit non-governmental agencies are encouraged to apply.
- B. This is a multiple-award grant. The number of awards is contingent on the number and qualifications of applications received, as well as the award amounts approved.
- C. DWS reserves the right to reject any and all applications or withdraw this offer at any time. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of the Department, taking into consideration all factors set forth in this RFG. Oral presentations may be held with those submitting acceptable applications to clarify items not sufficiently discussed in application.
- D. Successful grant applications will be open to public inspection after Grant award. The entire application will be open unless applicant requests in writing that trade secrets/proprietary data be protected. This "Request for Protected Information" must accompany the grant application.
- E. Applicants not selected who choose to protest the selection committee's decision must submit, within five days of award notification, a written request for debriefing in lieu of protest. After subsequent hearings, the DWS Executive Director's opinion shall be final.

## **BUDGET INFORMATION**

### **Allowable Costs**

Determinations of cost allowability are based on principles found in the Federal OMB Cost Principles (A-87). Costs must meet certain criteria to be allowable. The costs must be reasonable, necessary, and conform to limitations set forth in legislation, regulation, or circulars. They must be consistent with the grantee's policies and procedures such as agency procurement policies.

Grantees are required to determine and adequately document costs in accordance with Generally Accepted Accounting Principles (GAAP). Failure to follow these principles may result in an inappropriate use of Federal funds; as the result of an audit finding or questioned cost, the grantee may have to repay the funds or incur a financial penalty.

Grantee may use funds for the following:

- Equipment and supplies: All equipment purchases over \$5,000 are considered capital expenses, which are not allowed under this Grant.
- Travel: Travel shall be reimbursed according to the then current State per diem policy, which can be found at “<http://finance.utah.gov/travel/index.htm>”. Out-of-State travel must be pre-approved by the Department prior to Grant award.
- If modeling an existing program/project, mentoring or technical assistance;
- Independent contractors;
- FTEs (full-time employees);
- Materials;
- Overhead expenses;
- Consulting fees,
- And others as well as indirect costs.

Administrative costs are limited to no more the 15% of grant award.

Indirect Costs: Applicant must submit either an Indirect Cost Plan or Cost Allocation Plan either approved by a cognizant agency or one to be approved by the Department if an indirect cost rate or cost allocation plan is to be used to allocate overhead or pooled costs to be associated with this contract.

## **STANDARD CONTRACT TERMS AND CONDITIONS**

Any grant agreement resulting from this RFG will include, but not be limited to, the terms set forth in Attachment “G,” “Department of Workforce Services Grant Standard Terms and Conditions.”

## **QUESTIONS**

Questions or requests for additional information concerning this Request for Grant Applications should be directed to Elizabeth Bailey-Durst, Department of Workforce Services, 801-526-9263, [ebailey-durst@utah.gov](mailto:ebailey-durst@utah.gov). DWS will email response to all participants or put the responses on the DWS website at <http://jobs.utah.gov>.

## **DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the applicant’s expense.

## **TIMELINE**

<b>Pre-proposal Conference</b> DWS North Ogden Regional Center 2540 Washington Boulevard Ogden, Utah 84401	Monday June 12, 2006 10:00 AM Conference Room “B” 2 <sup>nd</sup> Floor
<b>Pre-proposal Conference</b> DWS Central Region Administration Office 1385 South State Street Salt Lake City, UT 84115	Monday June 12, 2006 2:00 PM Room 157A
<b>Pre-proposal Conference</b> Price Employment Center 475 West Price River Drive, Suite 300 Price, UT 84501	Friday June 16, 2006 11:00 AM
<b>Application Submission Deadline</b>	Thursday July 13, 2006 5:00 p.m.
<b>Grant Application Reading</b>	Week of July 17, 2006
<b>Oral Presentations</b>	Week of July 31, 2006
<b>Grant Award</b>	Week of August 7, 2006
<b>Award Effective Date</b>	October 1, 2006

## **SUBMITTING YOUR APPLICATION**

Applications must be received by the posted due date and time. Applications received after the deadline will be late and ineligible for consideration.

- ☐ ***Application Content:*** Submit all information required in the order listed.
- ☐ Submit a ***signed original and seven (7)*** unbound copies of your application.
- ☐ Submission Deadline: **5:00 pm, Thursday, July 13, 2006**

- ☐ **Applications received after the 5:00 p.m. deadline, or those not meeting the other requirements listed will not be reviewed and will be returned to sender. Faxed or emailed applications will not be accepted.**

- ☐ Submission Addresses:

**Grant Applications by Mail**

Utah Department of Workforce Services  
Elizabeth Bailey-Durst  
P.O. Box 45249  
Salt Lake City, UT 84145-0249

**Grant Applications by Hand or Courier**

Utah Department of Workforce Services  
Elizabeth Bailey-Durst  
140 East 300 South  
Salt Lake City, UT 84111

**APPLICATION CONTENT**

Instructions: When preparing responses, reply to each of the following application content items in the order listed. Please restate each numbered point listed below followed by your response in full, narrative sentences and provide any requested materials.

*Programs and services proposed must address all criteria listed in Attachment “A,” “Scope of Work.”*

**1. Grant Application Cover Sheet**

Fill out all information. The form must be completed in full and signed by the authorized official.

**2. Code of Conduct (Attachment “B”)**

Read, sign, and date the form.

**3. Disclosure of Information Certification (Attachment “C”)**

Read, sign, and date the form.

**4. Request for Protected Information (if applicable)**

Successful grant applications will be open to public inspection after Grant award. The entire application will be open unless applicant requests in writing that trade secrets/proprietary data be protected. Submit a written request for protected information only if you are requesting that certain information in your application be protected.

**5. Executive Summary (one page)**

The one or two page executive summary is to briefly describe the offeror's application. This summary should highlight the major features of the application. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine

the essence of the application by reading the executive summary. Proprietary information requests should be identified in this section.

**6. Problem Statement (one page)**

Describe the nature and scope of the problem to be addressed and its impact on the target population or target area. The problem should be defined by providing available data and other relevant information. The purpose of this section is to develop a clear, concise picture of the problem the applicant will address using the award money. If the problem is the result of several factors, these factors should be described. Briefly describe efforts of your agency or others to assess the problems. Provide supporting documentation, if available.

**7. Goals and Objectives (two pages)**

The project goal is a broad statement of the desired outcome of the project. It addresses the problem statement and service goals stated in Attachment “A,” “Scope of Work”. Objectives are more specific statements that describe how the goal(s) will be achieved through the program components.

**8. Project Strategy (two pages)**

Describe the project strategies and how the program/services will provide the minimum pregnancy prevention program/service stated in Attachment “A,” “Scope of Work”.

**9. Implementation Plan (two pages)**

This section of the application should provide a plan for implementing the strategy above. It should include a detailed schedule that includes milestones for significant tasks, generally presented in chart form. Milestones should illustrate how applicant will utilize grant money to enhance their current program within the focus of Attachment “A,” “Scope of Work”.

**10. Sample Curriculum**

Please submit an outline of a sample curriculum for a one-month period of your program.

**11. Program Evaluation (one page)**

Indicate specifically how you will assess and measure the project’s goal and objective achievements. Describe what will be measured, the types of data collected, how often data will be collected, the data analysis, and the use of this information in making decisions, problem solving, reporting, or developing/using products and services.

The evaluation section indicates specifically how the applicant will assess and measure the project’s goal and objective achievements. Describe what will be measured, the types of data collected, how often data will be collected, the data analysis, and the use of this information in making decisions, problem solving, reporting, or developing/using products and services.

**12. Program Management Structure/Administration (one page)**

This section should describe how the project will be structured, organized and managed.



It should identify and describe the qualifications and experience of the project director and project staff as they relate to this project, how they will be selected, and their roles and responsibilities. The application should provide an organizational chart of the applicant agency and describe how this project fits into the total organizational structure. Please include a curriculum vitae (resume) for the project director and staff involved in the project. Applicant should indicate location, physical plant, equipment available, etc. Also state how you collaborate with other organizations (public and/or private) in offering this program. Include at least two letters of reference supporting this collaboration.

**13. Organizational Capability (one page)**

The applicant should describe the organizational experience (both programmatic and financial) that qualifies it to manage this project. The organization should specifically describe its previous history of working with/in out-of-wedlock prevention programs or other related areas or projects as mentioned earlier in this document. The applicant should describe any prior grant experience.

**14. Contract Budget Form (“D”) (plus one page narrative)**

Complete the attached Contract Budget Form followed by a one-page narrative describing how funding amounts were determined and how they will benefit the award program. Include the approximate cost to put each student through your program (cost per student per program). Include instruction/service delivery costs only – do not include costs for items such as dances or other non-educational activities.

Indirect Costs: Applicant must submit either an Indirect Cost Plan or Cost Allocation Plan either approved by a cognizant agency or one to be approved by the Department if an indirect cost rate or cost allocation plan is to be used to allocate overhead or pooled costs to be associated with this contract.

**APPLICATION EVALUATION CRITERIA**

A committee will evaluate applications against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in application. For more detail, refer to Attachment “F,” “Grant Application Evaluation Score Sheet.”

<b>Weight</b>	<b>Evaluation Criteria</b>
<b>30%</b>	<b><i>Demonstrated Ability to Meet Scope of Work</i></b>
<b>30%</b>	<b><i>Demonstrated Technical Capability</i></b>
<b>5%</b>	<b><i>Program Experience</i></b>
<b>5%</b>	<b><i>Personnel Experience</i></b>
<b>30%</b>	<b><i>Cost</i></b>

## **ATTACHMENTS**

<b>Attachment</b>	<b>Title</b>
A	Scope of Work
B	Code of Conduct
C	Disclosure of Information
D	Contract Budget Form
E	Contract Billing Template
F	Grant Application Evaluation Score Sheet
G	Department of Workforce Services Grant Standard Terms and Conditions

# ATTACHMENT “A”

## ***Scope of Work***

### Out-of-Wedlock Pregnancy Prevention Grant

#### **I. Purpose**

The purpose of this grant is to prevent unplanned pregnancies using education and mentoring for male and female adolescents ages 15-18 years and/or those enrolled in grades 9-12 and post high-school males and females up to and including age 23. Programs should address culturally diverse populations.

#### **II. Background**

The State of Utah has the goal of reducing unplanned teen pregnancies 20% by the year 2015. The Department of Workforce Services (the “Department”) is issuing this grant as a tool to reduce unplanned teen pregnancies in the State by 10% over the next five (5) years (equivalent to a 2%-3% annual reduction). The Grantee is chartered to strive for this goal by providing the minimum program and service requirements listed in this Work Statement.

The Department has the challenge of educating teens in order to prevent unplanned pregnancies. Such pregnancies introduce risk and negatively impact the individuals involved, their families and the community and can lead to

- Poverty
- Reliance on State and Federal financial assistance for long periods of time
- Low levels of education and job skills leading to unemployability
- Subsequent unplanned pregnancies for the individual
- Unplanned pregnancies in future generations of the family
- Sexually transmitted diseases (“STDs”)

Because statistics from the Utah Department of Health show a marked increase over the last five years in the percentage of teenagers infected with STDs, Grantees will be expected to address this issue in their programs.

The Department will give special consideration to programs that support culturally diverse populations including but not limited to Hispanics, Latinos, Native Americans, African Americans, Pacific Islanders, and Refugees.

#### **III. Grantee Responsibilities and Outcomes**

Responsibilities of the Grantee include but are not limited to:

- A. Developing and administering a program focused on preventing out-of-wedlock teenage pregnancies.
- B. Education, outreach, and skill building services for male and female adolescents ages 15-18 years and/or those enrolled in grades 9-12 and post high-school males and females up to and including age 23. Services shall be classes, seminars, and/or conferences that include instruction on the following:
  - 1. Resiliency training,
  - 2. Character building,
  - 3. Life skills,
  - 4. Career/employment opportunities,
  - 5. Academics,
  - 6. Family planning,
  - 7. Social marketing campaigns (dances, etiquette, speakers) etc.
- C. Instruction on the short and long term risks, impacts, and consequences of early sexual activity and teen pregnancy on the following areas:
  - 1. Emotional Health
  - 2. Physical Health
  - 3. Social Well-Being
  - 4. Academic/Job Skills Development
  - 5. Employment Potential
  - 6. Financial Health
  - 7. Effects of subsequent unplanned pregnancies
  - 8. Statistical tendencies for unplanned pregnancies in future generations of same family
- D. Provide education on STDs including the health risks and consequences of oral and anal sex.
- E. Mentoring (peer, parent and/or group) for male and female adolescents ages 15-18 years and/or those enrolled in grades 9-12 and post high-school males and females up to and including age 23.
- F. Opportunities for parental involvement such as newsletters, conferences, and dinners.
- G. Collaborate and coordinate services with the following agencies/organizations:
  - 1. Community Service Programs (private & public)
  - 2. Utah State Departments of Education, Health, Corrections, and Workforce Services
  - 3. Local Area Associations of Governments

4. County and City Services
5. Refugee Programs
6. WIA Youth Programs

- H. Develop activities for and participate in “National Teen Pregnancy Prevention Month.”
- I. Participate in annual Grantor conference presented by the Department.
1. Students shall be required to participate in youth conference
  2. Providers shall be required to participate in a grantors conference
- J. Obtain student’s parental permission prior to education on birth-control methods.
- K. Program/services provided under this Grant shall support culturally diverse populations including but not limited to Hispanics, Latinos, Native Americans, African Americans, Pacific Islanders, and Refugees.
- L. Reporting
- Grantee shall provide the following reports to the Department Project Specialist assigned to this Grant:
1. Provide base data and subsequent quarterly reports measuring teen pregnancy and STD rates by age in the Grantee’s service area, including any applicable demographic information available.
  2. Provide quarterly reports with the following program information:
    - a. Number of youth served,
    - b. Cost per student,
    - c. Cost per service,
    - d. Numbers reached through marketing efforts,
    - e. Cost associated with program,
    - f. Number of pregnancies and STDs for enrolled students.
- M. Cost Reimbursement
- Grantee shall submit monthly invoices for cost reimbursement detailing expenditures, using the attached “Invoice for Cost Reimbursement.”
1. Grantee shall submit monthly invoices to the Department at the address specified herein no later than 20 days after end of each month in which expenses were incurred. Invoices received after due date may be considered ineligible for payment.
- N. Background Checks

Applicant must complete a Bureau of Criminal Investigation background check on all program volunteers and employees.

#### **IV. Budget**

Costs must meet certain criteria to be allowable. The costs must be reasonable, necessary, and conform to limitations set forth in legislation, regulation, or circulars. They must be consistent with the grantee's policies and procedures such as agency procurement policies. Grantees are required to determine and adequately document costs in accordance with Generally Accepted Accounting Principles (GAAP). Failure to follow these principles may result in an inappropriate use of Federal funds; as the result of an audit finding or questioned cost, the grantee may have to repay the funds or incur a financial penalty.

A. Grantee shall use funds for only the following:

1. Equipment and supplies  
All equipment purchases over \$5,000 are considered capital expenses, which are not allowed under this Grant
2. Travel  
Travel shall be reimbursed according to the then current State per diem policy. Out-of-State travel must be pre-approved by the Department prior to Grant award.
3. If modeling an existing program/project, mentoring or technical assistance
4. Independent contractors
5. Full and part-time program staff costs
6. Materials
7. Overhead expenses
8. Consulting fees
9. Administrative costs (indirect costs) are limited to no more the 15% of grant award.

B. Total project budget should include all the funds to be utilized for the project.

#### **V. Department Responsibilities**

The Department shall:

- A. Award a minimum of \$15,000 to each Grantee selected under this award, for costs authorized for reimbursement by the Department.

- B. Provide an orientation to Grantee on how to do business with the State of Utah.
- C. Develop and present an annual conference for Grantees and teen participants.
- D. Make a minimum of one annual site visit to monitor the Grant.
- E. Strive to make timely payment, upon receipt of Grantee's invoice for authorized cost reimbursement.

# ATTACHMENT "B"

## ***Code of Conduct***

### OUT-OF-WEDLOCK PREGNANCY PREVENTION GRANT

The Contractor agrees that it shall adhere to the following Code of Conduct when providing services and shall require all others authorized through or engaged by the Contractor to perform services to follow the same Code of Conduct. The Provider Code of Conduct is in addition to all other contract requirements, policies, rules and regulations governing delivery of services to clients. The purpose of the code is to protect vulnerable clients from abuse, neglect, maltreatment and exploitation. The Code of Conduct clarifies the expectation of conduct for providers of contracted, licensed and certified programs and their employees, which includes administrative staff, non direct care staff, direct care staff, support services staff and any others when interacting with clients. Nothing in this Code shall be interpreted to mean that clients should not be held accountable for misbehavior or inappropriate behavior on their part, or that providers are restricted from instituting suitable consequences for such behavior. As used in this clause "Contractor" shall include, the contractor, its employees, officers, agents, representative or those contracted through the Contractor to perform services authorized by the contract.

Contractor, its agents or representatives authorized through it shall not abuse, sexually abuse or sexually exploit, neglect, exploit or maltreat; any client. Furthermore, no person shall cause physical injury to any client. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to supervisory personnel.

The Contractor shall not by acting, failing to act, encouragement to engage in, or failure to deter from will cause any client to be subject to abuse, sexual abuse or sexual exploitation, neglect, exploitation, or maltreatment. The Contractor shall not engage any client as an observer or participant in sexual acts. The Contractor shall not make clearly improper use of a client or their resources for profit or advantage.

Contractor understands and acknowledges that failure to comply with this Code of Conduct may result in corrective action, probation, suspension, and/or termination of contract, license or certification.

Clients protected by this clause shall include any person under the age of 18 years; and any person 18 years of age or older who is impaired because of mental illness, mental deficiency, physical illness or disability, use of drugs, intoxication, or other cause, to the extent that he is unable to care for his own personal safety, health or medical care; and is a participant in, or a recipient of a program or service contracted with, or licensed or certified by the Department of Workforce Services.

Abuse shall include the following, but is not limited to:

1. Harm or threatened harm, meaning damage or threatened damage to the physical or



emotional health and welfare of a client.

2. Unlawful confinement.
3. Deprivation of life-sustaining treatment.
4. Physical injury including, but not limited to, any contusion of the skin, laceration, malnutrition, burn, fracture of any bone, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a client's health or welfare.
5. Any type of physical hitting or corporal punishment inflicted in any manner upon the body.

Sexual abuse and sexual exploitation will include, but not be limited to:

1. Engaging in sexual intercourse with any client.
2. Touching the anus or any part of the genitals or otherwise taking indecent liberties with a client, or causing an individual to take indecent liberties with a client, with the intent to arouse or gratify the sexual desire of any person.
3. Employing, using, persuading, inducing, enticing, or coercing a client to pose in the nude.
4. Employing, using, persuading, inducing, enticing or coercing a client to engage in any sexual or simulated sexual conduct for the purpose of photographing, filming, recording, or displaying in any way the sexual or simulated sexual conduct. This includes displaying, distributing, possessing for the purpose of distribution, or selling material depicting nudity, or engaging in sexual or simulated sexual conduct with a client.
5. Committing or attempting to commit acts of sodomy or molestation with a client.
6. This definition is not to include therapeutic processes used in the treatment of sexual deviancy or dysfunction which have been outlined in the clients treatment plan and is in accordance with written agency policy.

Neglect may include but is not limited to:

1. Denial of sufficient nutrition.
2. Denial of sufficient sleep.
3. Denial of sufficient clothing, or bedding.
4. Failure to provide adequate supervision; including impairment of employee resulting in inadequate supervision. Impairment of an employee may include but is not limited to use of alcohol and drugs, illness, sleeping.
5. Failure to arrange for medical care and/or medical treatment as prescribed or instructed by a physician when not contraindicated by agency after consultation with agency physician.
6. Denial of sufficient shelter, except in accordance with the written agency policy.

Exploitation will include, but is not limited to:

1. Utilizing the labor of a client without giving just or equivalent return except as part of a written agency policy which is in accordance with reasonable therapeutic interventions and goals.
2. Using property belonging to clients.

3. Acceptance of gifts as a condition of receipt of program services.

Maltreatment will include, but is not limited to:

1. Physical exercises, such as running laps or performing pushups, except in accordance with an individual's service plan and written agency policy.

2. Chemical, mechanical or physical restraints except when authorized by individual's service plan and administered by appropriate personnel or when threat of injury to the client or other person exists.
3. Assignment of unduly physically strenuous or harsh work.
4. Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements when used solely as a means of punishment.
5. Group punishments for misbehavior of individuals except in accordance with the written agency policy.
6. Verbal abuse by agency personnel: engaging in language whose intent or result is demeaning to the client except in accordance with written agency policy which is in accordance with reasonable therapeutic interventions and goals.
7. Denial of any essential program service solely for disciplinary purposes except in accordance with written agency policy.
8. Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes except in accordance with written agency policy.
9. Requiring the individual to remain silent for long periods of time solely for the purpose of punishment.
10. Extensive withholding of emotional response or stimulation.
11. Exclusion of a client from entry to the residence except in accordance with the written agency policy.

Contractor agrees to document and report abuse, sexual abuse and sexual exploitation, neglect, maltreatment and exploitation as outlined in this Code and cooperate fully in any resulting investigation. Reports may be made by contacting the local Regional Office within 24 hours on the first available work day. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to the Department of Workforce Services. Contractor shall prominently display a poster, provided by the Department, notifying contractor employees of their responsibilities to report violations and giving appropriate phone numbers.

[Rev.12/02]

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Contractor

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Date

## ATTACHMENT "C"

### ***Disclosure of Information Certification***

#### OUT-OF-WEDLOCK PREGNANCY PREVENTION GRANT

The **Contractor** will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure:

1. The information shall be used only to the extent necessary to assist in the purposes identified within this contract and shall not be re-disclosed for any purpose not specifically authorized in this contract.
2. The information shall be stored in a place physically secure from access by unauthorized persons.
3. Information in electronic format, such as magnetic tapes or discs shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.
4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.

The **Contractor** shall instruct all authorized personnel regarding the private nature of the information and that State and Federal law provides sanctions for unauthorized disclosure to include up to six months imprisonment and fines up to \$1,000.

The **Contractor** shall permit the **Utah Department of Workforce Services** or any other authorized State or Federal Agency to make on-site inspections to insure that the requirements of this contract and all applicable State and Federal laws, statutes and regulations are being met.

---

Grantee

---

Date

## Attachment "D" Contract Budget Form

Contractor \_\_\_\_\_

Contract Number \_\_\_\_\_

Contract Period \_\_\_\_\_

**Category I**  
**Administrative Expenses**

[illegible]

## Category II Capital Expenditures

[illegible]

### Category III Program Expenses

[illegible][illegible]

Name of Contractor:

Contract Number:

Vendor Number:

Month of:

Category I Administrative Expenses	Budget	Current Period Expenditures	Year to Date Accumulated Expenditures	Percentage of Budget Remaining
1. Salaries				#DIV/0!
2. Fringe Benefits				#DIV/0!
3. Travel/Transportation				#DIV/0!
4. Space Costs				#DIV/0!
5. Utilities				#DIV/0!
6. Communications				#DIV/0!
7. Equipment/Furniture				#DIV/0!
8. Supplies/Maintenance				#DIV/0!
9. Miscellaneous				#DIV/0!
10. Conferences/Workshops				#DIV/0!
11. Insurance				#DIV/0!
12. Professional Fees/Contract Services				#DIV/0!
Total Category I Admin Expenses	\$ -	\$ -	\$ -	#DIV/0!

Category II Capital Expenditures			
(Equipment/furniture costing \$5,000 or more or as determined for financial reporting purposes)			
14. List Expenditures	Not Allowed		
Total Category II Capital Expenditures	\$ -	\$ -	\$ -

Category III Program Expenses			
1. Salaries			#DIV/0!
2. Fringe Benefits			#DIV/0!
3. Travel/Transportation			#DIV/0!
4. Space Costs			#DIV/0!
5. Utilities			#DIV/0!
6. Communications			#DIV/0!
7. Equipment/Furniture			#DIV/0!
8. Supplies/Maintenance			#DIV/0!
9. Miscellaneous			#DIV/0!
10. Conferences/Workshops			#DIV/0!
11. Insurance			#DIV/0!
12. Professional Fees/Contract Services			#DIV/0!
13. Client Costs			#DIV/0!
Total Category III Program Expenses	\$ -	\$ -	\$ -
Total Expenses Category I, II and III	\$ -	\$ -	\$ -
Billing Amount			#DIV/0!

Accounts Payable Coding					
Agency	Org	Appr Unit	Rpt Cat	Activity	Exp Obj

Approval To Pay:

Program Review

Financial Analyst Review

# ATTACHMENT “F”

## ***Grant Application Evaluation Score Sheet***

### OUT-OF-WEDLOCK PREGNANCY PREVENTION GRANT

<b>Program Name:</b>	
<b>Evaluator:</b>	
<b>Date:</b>	

Score will be assigned as follows:

- 0 = Failure, no response
- 1 = Poor, inadequate, fails to meet requirement
- 2 = Fair, only partially responsive
- 3 = Average, meets minimum requirement
- 4 = Above average, exceeds minimum requirement
- 5 = Superior

## Evaluation Tabulation

(Five Tables)

Table 1 - <i>Demonstrated Ability to Meet Scope of Work</i> (30 points possible)	Score (Range 0-5)	Weight	Points (Multiply Score x Weight)
Education, outreach and skill building for male and female adolescents ages 15-18 years and/or those enrolled in grades 9-12 and post high-school males and females up to and including age 23.		x 1.5	
Program supports culturally diverse populations.		x 1.5	
Instruction on short and long term risks of early sexual activity (including STD risk and birth control methodology education).		x 1.5	
Opportunities for parental involvement.		x 1.5	
<b>TOTAL</b>		x 1.5	
	(20 possible in this column)		(30 points possible in this column)

<b>Table 2 - Demonstrated Technical Capability (30 points possible)</b>	<b>Score (Range 0-5)</b>	<b>Weight</b>	<b>Points (Multiply Score x Weight)</b>
How has applicant demonstrated that they are going to reach these children? Do they have a specific plan as to how to reach this demographic?		<b>x .75</b>	
How does program address cultural diversity and barriers to parent/child communication within culturally diverse populations?		<b>x .75</b>	
Does parental component teach methods of and provide opportunities for parent-child communication about sexuality?		<b>x .75</b>	
Does program encourage postponement of sexual activity?		<b>x .75</b>	
Does program provide instruction on consistent, correct contraceptive use among sexually active teenagers? Does the program recognize that many teenage sexual encounters are unplanned and sporadic and address the importance of contraceptive use in such situations?		<b>x .75</b>	
Recognizing the complexity of teen pregnancy and prevention, is the program balanced, integrated, realistic, and multifaceted? Is it comprehensive, addressing social, health, financial, and educational issues?		<b>x .75</b>	
Are program goals realistic and based on available resources, definite time frames, and reachable objectives?		<b>x .75</b>	
Is budget narrative descriptive and detailed with regard to line items?		<b>x .75</b>	
<b>TOTAL</b>		<b>x .75</b>	
	<b>(40 possible in this column)</b>		<b>(30 points possible in this column)</b>



<b>Table 3- <i>Program Experience</i> (5 points possible)</b>	<b>Score (Range 0-5)</b>	<b>Weight</b>	<b>Points (Multiply Score x Weight)</b>
Does offeror have experience providing similar services to other organizations?		<b>x .5</b>	
Does offeror collaborate with other public and/or private organizations in offering its program? (Letters of reference must be included)		<b>x .5</b>	
<b>TOTAL</b>		<b>x .5</b>	
	(10 possible in this column)		(5 points possible in this column)

<b>Table 4 - <i>Personnel Experience</i> (5 points possible)</b>	<b>Score (Range 0-5)</b>	<b>Weight</b>	<b>Points (Multiply Score x Weight)</b>
CV/resumes provided for key positions show depth of experience.		<b>x 1.0</b>	
<b>TOTAL</b>		<b>x 1.0</b>	
	(5 possible in this column)		(5 points possible in this column)

<b>Table 5 - <i>Cost</i> (30 points possible)</b>	<b>Score (Range 0-5)</b>	<b>Weight</b>	<b>Points (Multiply Score x Weight)</b>
Budget items are weighted toward service components.		<b>x 3.0</b>	
Costs are reasonable for the program as outlined.		<b>x 3.0</b>	
<b>TOTAL</b>		<b>x 3.0</b>	
	(10 possible in this column)		(30 points possible in this column)

## ATTACHMENT "G"

### ***Department of Workforce Services Grant Standard Terms and Conditions***

#### OUT-OF-WEDLOCK PREGNANCY PREVENTION GRANT

1. GRANT JURISDICTION: The laws of the State of Utah shall govern the provisions of this Grant.
2. CONFLICT OF INTEREST: GRANTEE certifies, through the execution of the Grant, that no person in its and DEPARTMENT'S employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the Grant. GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
3. RECORDS ADMINISTRATION: GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to GRANTEE for costs authorized by this Grant. These records shall be retained by GRANTEE for at least four years after the Grant terminates or until all audits initiated within the four years have been completed, whichever is later. GRANTEE shall maintain books, records, documents, and other evidence.
4. IMPOSITION OF FEES: GRANTEE will not impose any fees upon clients provided services under this Grant except as authorized by DEPARTMENT.
5. HUMAN SUBJECTS RESEARCH: GRANTEE shall not conduct research involving employees of DEPARTMENT or individuals receiving services (whether direct or contracted) from DEPARTMENT.
6. GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:
  - a. **Assignment.** Notwithstanding DEPARTMENT'S right to assign the rights or duties hereunder, GRANTEE agrees and understands that this Grant is based on the reputation of GRANTEE, and this Grant may not be assigned by GRANTEE without the written consent of DEPARTMENT. Any assignment by GRANTEE without DEPARTMENT'S written consent shall be wholly void.
  - b. **Subgrantees/Subcontractors.** As used in this Grant, the term "subgrantee" or "subcontractor" means an individual or entity that has entered into an agreement with the original GRANTEE to perform services or provide goods which the original GRANTEE is responsible for under the terms of this Grant. Additionally, the term "subgrantee" or "subcontractor" also refers to individuals or entities that have entered into agreements with any subgrantee if: (1) those individuals or entities have agreed to perform all or most of the subgrantee's duties under this Grant; or (2) federal law requires this Grant to apply to such individuals or entities. If GRANTEE enters into subcontracts the following provisions apply:

- (1) Duties of Subgrantee: Regardless of whether a particular provision in this Grant mentions subgrantees, a subgrantee must comply with all provisions of this Grant including, but not limited to, the state procurement requirements, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Grant compliance whether the services are provided directly or by a subgrantee.
  - (2) Provisions Required in Subcontracts: If GRANTEE enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, GRANTEE must include provisions in its subcontracts regarding the federal and state laws identified in this Grant, if applicable ("Grantee's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).
7. MONITORING: DEPARTMENT shall have the right to monitor GRANTEE'S performance regarding all services purchased under this Grant. Monitoring of GRANTEE'S performance shall be at the complete discretion of DEPARTMENT which will rely on the criteria set forth in this Grant, including the goals, service objectives and methods described in "Scope of Work" and any special conditions and "Performance Measures" and GRANTEE'S fiscal operations. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.  
**Client or Grantee Staff Satisfaction Surveys.** GRANTEE understands that DEPARTMENT is committed to providing customer-oriented services, and that DEPARTMENT often conducts customer-satisfaction surveys as a part of monitoring. GRANTEE agrees to cooperate with all DEPARTMENT-initiated customer feedback.
8. NOTIFICATION OF THE INTERNAL REVENUE SERVICE: It is DEPARTMENT'S policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
9. GRANT RENEWAL: Renewal of Grant will be solely at the discretion of DEPARTMENT.
10. RENEGOTIATION OR MODIFICATIONS: This Grant may be amended, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of the Grant.
11. GRANT TERMINATION:
  - a. **Default Termination.** In the event this Grant is terminated as a result of a default by GRANTEE, DEPARTMENT may procure or otherwise obtain, upon such terms and conditions as DEPARTMENT deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DEPARTMENT for any damages arising there from, including attorneys' fees and excess costs incurred by DEPARTMENT in obtaining similar services.

- b. **Immediate Termination.** If GRANTEE creates or is likely to create a risk of harm to the clients served under this Grant, or if any other provision of this Grant (including any provision in the attachments) allows DEPARTMENT to terminate the Grant immediately for a violation of that provision, DEPARTMENT may terminate this Grant immediately by notifying GRANTEE in writing.
  - c. **No Cause Termination.** Unless otherwise stated in the Special Terms and Conditions, this Grant may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon ninety (90) days prior written notice being given the other party. Upon termination of this Grant, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
  - d. **Attorneys' Fees and Costs.** If either party seeks to enforce this Grant upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.
  - e. **Remedies for Grantee's Violation.** GRANTEE acknowledges that if GRANTEE violates the terms of this Grant, DEPARTMENT is entitled to avail itself of all available legal, equitable and statutory remedies including, but not limited to, money damages, injunctive relief, and debarment as allowed by state and federal law.
12. CITING DEPARTMENT IN ADVERTISING: Grantee agrees to give credit to DEPARTMENT for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the Public Information Officer for DEPARTMENT.
13. DRUG-FREE WORKPLACE: GRANTEE agrees to abide by DEPARTMENT'S drug-free workplace policies while on DEPARTMENT premises.
14. TERMINATION (FUND-OUT): GRANTEE acknowledges that DEPARTMENT cannot grant for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and DEPARTMENT cannot guarantee funding under this Grant since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this Grant. Therefore, in the event that DEPARTMENT fails to receive appropriations then DEPARTMENT may, by giving at least 60 days advance written notice, terminate this Grant. DEPARTMENT will reimburse GRANTEE for services performed up through the date of cancellation. Should the termination option be used in this Grant GRANTEE will make an accounting of its expenditures within the sixty (60) days notice and returned all unexpended money to DEPARTMENT.

15. BILLINGS AND PAYMENTS: Payments to CONTRACTOR will be made by DEPARTMENT upon receipt of itemized billing for authorized service(s) provided and supported by information contained in reimbursement forms supplied by DEPARTMENT. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after contract termination or they may be delayed or denied. DEPARTMENT must receive billing for services for the month of June no later than July 20<sup>th</sup> due to DEPARTMENT'S fiscal year end. Billings submitted after this date may be denied.

DEPARTMENT will not allow claims for services furnished by GRANTEE, which are not specifically authorized by this Grant.

16. PAYMENT WITHHOLDING: GRANTEE agrees that the reporting and record keeping requirements specified in this Grant are a material element of performance and that if, in the opinion of DEPARTMENT, GRANTEE'S record keeping practices and/or reporting to DEPARTMENT are not conducted in a timely and satisfactory manner, DEPARTMENT may withhold part or all payments under this or any other Grant until such deficiencies have been remedied. In the event of the payment(s) being withheld, DEPARTMENT agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.
17. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES: GRANTEE agrees that if during or subsequent to the Grant CPA audit or DEPARTMENT determines that payments were incorrectly reported or paid, DEPARTMENT may amend the Grant and adjust the payments. In Grants, which include a budget, GRANTEE expenditures to be eligible for reimbursement must be adequately documented. GRANTEE will, upon written request, immediately refund any overpayments determined by audit and for which payment has been made to GRANTEE, to DEPARTMENT. GRANTEE further agrees that DEPARTMENT shall have the right to withhold any or all subsequent payments under this or other contracts with GRANTEE until recoupment of overpayment is made.
18. REDUCTION OF FUNDS: The maximum amount authorized by this Grant shall be reduced or Grant terminated if required by federal/state law, regulation, action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Grant prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by GRANTEE. DEPARTMENT will give GRANTEE thirty (30) days notice of reduction.
19. PRICE REDUCTION FOR INCORRECT PRICING DATA: If any price, including profit or fee, negotiated in connection with this Grant, or any cost reimbursable under this Grant was increased by any significant sum because GRANTEE furnished cost or pricing data (e.g., salary schedules, reports of prior period costs, etc.) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Grant may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be

subjected to overpayment assessments. Any action DEPARTMENT may take in reference to such price reduction shall be independent of, and not be prejudicial to, DEPARTMENT'S right to terminate this Grant.

20. LICENSING AND STANDARD COMPLIANCE: By signing this Grant, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Grant period. Failure to secure or maintain a license shall support a basis for cancellation of this Grant. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.
21. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS
  - a. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Grant the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Grant Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Grant.
  - b. **Equal Opportunity Clause.** Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity:

Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 37. GRANTEE will also provide a copy of the Department of Workforce Services Equal Opportunity Notice (English or Spanish version, DWS 09-15E-0900NCR or 09-15S-0201 respectively) to the client and maintain a copy in the client file.

22. CODE OF CONDUCT (Attached if Applicable): GRANTEE agrees to follow and enforce DEPARTMENT'S Code of Conduct, Utah Administrative Code, R982-601-101 et seq. GRANTEE agrees that each of its employees or volunteers will receive a copy of the Code of Conduct. A signed statement by each employee or volunteer to this effect must be in employee's/volunteer's file subject to inspection and review by DEPARTMENT monitors.
23. SEPARABILITY CLAUSE: A declaration by any court or other binding legal source that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provisions of this agreement unless said provisions are mutually dependent.
24. INDEMNITY CLAUSE – If Both Parties are Governmental Entities:  
Both parties to this Grant are **governmental** entities as defined by the Utah Governmental Immunity Act, Title 63, Chapter 30 Utah Code Annotated, 1953, as amended. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts that it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.

***OR***

- INDEMNITY CLAUSE – If Grantee is a Non-Governmental Entity:  
GRANTEE agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Grant which are caused in whole or in part by the negligence of GRANTEE'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
25. FINANCIAL/COST ACCOUNTING SYSTEM: GRANTEE agrees to maintain a financial and cost accounting system in accordance with the Generally Accepted Accounting Principles ("GAAP"), issued by the American Institute of Certified Public Accountants; or the "Governmental GASB," issued by the United States Governmental Accounting Standards Board. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis. According to GAAP and Governmental GASB, the cash method of accounting is not appropriate for governmental entities; the accrual basis and modified accrual basis of accounting are the preferred methods. GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. GRANTEE further agrees to retain and make available to independent auditors, state and federal auditors, and program and Grant reviewers all accounting records and supporting documentation for a minimum of four (4) years after the expiration of this Grant. GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Grant, it is subject to an assessment for over-payment.

26. GRIEVANCE PROCEDURE: In the event of a discrimination complaint or grievance, GRANTEE will instruct recipients to contact DEPARTMENT'S Equal Opportunity Officer/Customer Relations office at (801) 526-4390 or 1-800-331-4341, or in writing to DEPARTMENT at:

Equal Opportunity/Customer Relations  
Department of Workforce Services  
P.O. Box 45249  
Salt Lake City, UT 84145-0249

Individuals with speech and/or hearing impairments may call: State Relay @ 1-800-346-4128.

For all other grievances GRANTEE agrees to establish a system in which recipients of the purchased services may present grievances about the operation of the program as it pertains to and affects said recipient. GRANTEE will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the instance by DEPARTMENT. GRANTEE will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, GRANTEE will notify DEPARTMENT of the grievance and its disposition of the matter. If no resolution is reached with GRANTEE, the grievance will be forwarded to DEPARTMENT for processing through DEPARTMENT'S Administrative Process.

27. PROTECTION AND USE OF CLIENT RECORDS: The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of DEPARTMENT'S or GRANTEE'S responsibilities with respect to services purchased under this agreement is prohibited except on written consent of the client, their attorney, or responsible parent or guardian. GRANTEE will be required to sign DEPARTMENT'S disclosure statement.

- DEPARTMENT COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS

- a. **Federal Cost Principles determine allowable costs in DEPARTMENT Grants.** They can be found in circulars published by the Federal Office of Management and Budgets ("OMB"). GRANTEE may locate the Federal Cost Principles applicable to its organization at the Internet web site:

**OMB Circulars:** <http://www.whitehouse.gov/omb/circulars/index.html>

- b. **Compliance with Federal Cost Accounting Principles.** For GRANTEE'S convenience, DEPARTMENT provides Table 1 below, "Cost Accounting Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and GRANTEE understands that it is obligated to seek independent legal or accounting advice. As shown in Table 1, "Cost Accounting Principles," the principles applicable to a particular GRANTEE depend upon GRANTEE'S legal status.



**Table 1: Cost Accounting Principles**

Grantee	Federal Cost Principles
State or Local Govt. & Indian Tribal Govts.	OMB Circular A-87
College or University	OMB Circular A-21
Non-Profit Organization	OMB Circular A-122
For Profit (Commercial) Organization	48 CFR Part 31

**c. Additional Cost Principles.**

Compensation For Personal Services:

- (1) In addition to the cost principles in the federal circulars concerning compensation for personal services, the following cost principles also apply:
  - (a) The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
  - (b) Employees who are compensated from one or more Grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
  - (c) For persons occupying any managerial position (administration or program management), total work time from all work, including outside employment and participation in other entities, must be disclosed. If total work time exceeds 40 hours and GRANTEE wants reimbursement for the time devoted to DEPARTMENT programs over 40 hours, the following two conditions must be met:
    - (i) A perpetual time record must be maintained, and
    - (ii) Prior written approval must be obtained from DEPARTMENT'S Finance-Contracting Division
- (2) Compensation for Personal Expenses: DEPARTMENT will not reimburse GRANTEE for personal expenses. For example, spouse travel when the travel costs of the spouse are unrelated to the business activity, telecommunications and cell phones for personal use, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).

**d. Third-Party Reimbursement And Program Income.** GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Grant. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DEPARTMENT be greater than "necessary and reasonable costs to perform the services" as

supported by audited financial records. Collections over and above audited costs shall be refunded to Department Of Workforce Services.

- ADMINISTRATIVE EXPENDITURES: DEPARTMENT will reimburse GRANTEE for actual administrative or indirect costs (Category I) up to **15%** of the total program and capital (Category III & II) costs as negotiated in the attached budget.
- CHANGES IN BUDGET (Cost Reimbursement Grants Only): The budget attached hereto shall be the basis for payment. GRANTEE may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Administration" or Category II, "Capital Expenditures" or between Categories I and II, without prior written approval by DEPARTMENT. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DEPARTMENT. GRANTEE may, however, shift between either Category I or II to Category III without prior approval. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the Grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
- RELATED PARTIES: GRANTEE shall not make payments to related parties in any category of Administration, Capital Expenditures, or Program Expenses without the prior written consent of DEPARTMENT. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service Grants, or payments under purchase, lease, or rental Grants. Payments made by GRANTEE to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a grant GRANTEE shall be defined to include all owners, partners, directors, and officers of GRANTEE or others with authority to establish policies and make decisions for GRANTEE.

Persons and/or organizations shall be considered related parties when any of the following conditions exist:

A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are related to GRANTEE through blood or marriage, as defined by Utah Code Ann. §52-3-1(1)(d) as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in law, or daughter-in-law.

An organization has in common with GRANTEE either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

GRANTEE is obligated to immediately call any contemplated or actual related-party payment to the attention of DEPARTMENT. Upon notification of related-party payment, DEPARTMENT may, at its discretion, require that GRANTEE undertake competitive

bidding for the goods or services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods or services provided afford DEPARTMENT a satisfactory level of quality and cost. Any related-party payments contemplated under this Grant must be disclosed on a statement for related-party transactions and is available from DEPARTMENT'S Finance/Contracting Division. It will require:

- a. The name of GRANTEE'S Representative who is related to the party that GRANTEE seeks to make payments to.
- b. The name of the other related party.
- c. The relationship between the individuals identified in a. and b. above.
- d. A description of the transaction in question and the dollar amount involved (if any).
- e. The decision-making authority of GRANTEE'S Representative and the party identified in b. above, with respect to the applicable transaction.
- f. The measures taken by GRANTEE to protect DEPARTMENT from potentially adverse effects resulting from the identified parties' relationship.

**ATTACHMENT**  
**FINANCIAL REPORTING**

For sub recipients and service providers.

**a. General Requirements.**

- (1) No Financial Reporting Requirements for Professionals Contracting in an Individual Capacity. There are no Federal, State, or department financial reporting requirements for individuals such as doctors, dentists, social workers, and other similar professionals contracting in an individual capacity to provide services to clients. Therefore, the financial reporting requirements discussed in this Section are not applicable to professionals contracting as individuals. (Note: Sole proprietors and limited liability companies owned by either one person or by a husband and wife are considered individuals for reporting requirement purposes. However, individuals associated with corporations, partnerships, or other contracting organizations are not individuals for reporting requirement purposes.) Notwithstanding the lack of financial reporting requirements for individuals, Grantees providing services in an individual capacity are still subject to financial review by the contracting agency and/or another DEPARTMENT entity.
- (2) No Financial Reporting Requirements for Contracting Organizations Receiving Less Than \$10,000 From DEPARTMENT in a Single Fiscal Year. Contracting organizations that receive less than \$10,000 from DEPARTMENT in a single fiscal year have no financial reporting requirement to DEPARTMENT unless specifically required by DEPARTMENT. However, they are still subject to financial review by DEPARTMENT.
- (3) Grantee's Compliance with Applicable Financial Laws. GRANTEE shall comply with all applicable federal and state laws regarding financial reports. GRANTEE shall comply with all applicable requirements set forth in: (1) OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," published by the federal government; and (2) the State of Utah Legal Compliance Audit Guide ("SULCAG"), issued by the State Auditor's Office. For GRANTEE'S convenience listed below are "Federal, State and the Department Financial Reporting Requirements," as a reference guide to the various financial reporting requirements. The information is not exhaustive and GRANTEE understands that it is obligated to seek independent legal or accounting advice. GRANTEE may access the applicable federal and state financial reporting requirements through the following Internet web sites:

**Table 2: Federal, State and the Department Financial Reporting Requirements**

<b>Policy</b>	<b>Internet Site</b>
OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations	<a href="http://www.whitehouse.gov/omb/circulars/index.html">http://www.whitehouse.gov/omb/circulars/index.html</a>
Utah Code	<a href="http://www.le.utah.gov/~code/TITLE51/51_01.htm">http://www.le.utah.gov/~code/TITLE51/51_01.htm</a>
Utah Administrative Rules	<a href="http://www.rules.utah.gov/publicat/code/r123/r123-005.htm">http://www.rules.utah.gov/publicat/code/r123/r123-005.htm</a>
SULCAG	<a href="http://www.sao.utah.gov/sulcag/Introduction.htm">http://www.sao.utah.gov/sulcag/Introduction.htm</a>

(4) Additional Financial Reporting Requirements for DEPARTMENT Grants. In addition to the financial reporting requirement set forth in OMB Circular A-133 and the SULCAG, this Grant requires GRANTEE to submit various financial reports to DEPARTMENT'S Contract Unit, as set forth in a separate column in Table 3 below, "Federal, State and DWS Financial Reporting Requirements."

(5) The Entity Type, Amount, and Source of Government Funds Determines the Type of Financial Report Required. Whether or not a grantee is required to obtain and submit an annual audit or other financial reports is determined by the grantee's entity type, the amount, and source of government funds that the grantee expends during a given year.

Based on the SULCAG, DEPARTMENT requires all grantees, except sole proprietorships, to submit an audit prepared according to "government auditing standards" whenever GRANTEE has \$350,000.00 or more in total revenues **and** 50% or more of those revenues come from government agencies (federal, state, county, and/or local, etc.). Unaudited reports may be required of grantees with total revenues under \$350,000.00 (see Table 3 below "Federal, State and DWS Financial Reporting Requirements").

**b. Definitions For Auditing And Financial Terms Used In This Grant.**

- (1) "*Federal Funds*" means Federal financial assistance that a Grantee receives directly from Federal awarding agencies or indirectly from Pass-Through Entities.
- (2) "*Government Funds*" means financial assistance that a Grantee receives from a combination of government sources, including Federal awarding agencies, State appropriations and other local governments.
- (3) "*OMB*" means the federal Executive Office of the President, Office of Management and Budget.
- (4) "*OMB Circular*" means a publication issued by the OMB that sets forth federal cost accounting or auditing requirements.

- (5) "*Pass-Through Entity*" means an entity (such as DWS) which receives federal funds and then passes those funds through to subrecipients, such as local governments and Non-Profit Organizations.
- (6) "*Service Provider*" means a private or governmental entity that receives funds from DWS for services provided to DWS'S clients under a program developed by DWS.
- (7) "*Subrecipient*" means a governmental entity or a non-profit or for-profit organization that develops and operates its own program of services for eligible clients, and that receives federal and/or state funds from DWS or another entity which serves as a "recipient" and "Pass-Through Entity" for such federal funding. If the Grantee operates its own program of services for eligible clients, the Grantee shall comply with the financial record keeping and reporting requirements that apply to federally funded subrecipients, even if this Grant is funded solely by State funds.

**c. Grantee's Submission Of Required Audits And Other Financial Reports:**

- (1) Deadlines. GRANTEE shall be bound by OMB Circular A-133 and the SULCAG submission deadlines for audits and financial reports. See also Table 2 below, "Federal, State and DWS Auditing Requirements."

Where GRANTEE is required to submit audits and financial reports to DWS under OMB Circular A-133, the SULCAG and DEPARTMENT grant provisions, needs an extension for filing of such reports, GRANTEE may request an extension by contacting DEPARTMENT at the address below. However, GRANTEE understands that DEPARTMENT can extend only those deadlines for reports GRANTEE is required to submit to DEPARTMENT. GRANTEE must contact the Federal Clearinghouse, federal awarding agencies, and the State Auditor's Office to obtain extensions of deadlines for submission of reports to those entities.

- (2) Addresses. GRANTEE shall submit all audits and financial reports to the entities identified in the applicable law, OMB Circular A-133 and the SULCAG. See also Table 3 below, "Federal, State and DWS Auditing Requirements."

Where GRANTEE is required to submit audits and financial reports to DEPARTMENT under OMB Circular A-133, the SULCAG and DEPARTMENT Grant provisions, GRANTEE shall submit the required audits and financial reports to the following address:

DEPARTMENT OF WORKFORCE SERVICES  
Contracts Manager  
P.O. Box 45249  
Salt Lake City, Utah  
84145-0249

**d. Additional Definitions Used In This Part:**

- (1) "*Audit Findings*" means a schedule of all costs questioned by the auditor relative to Government Funds.
- (2) "*Compliance Opinion*" means an auditor's opinion that Grantee has complied with all applicable auditing laws and requirements. Utah Code Ann. § 51-2-3.
- (3) "*Federal Clearinghouse*" means the federal clearinghouse designated by the OMB. As provided in OMB Circular A-133.320(i), "the address of the Federal clearinghouse currently designated by OMB is Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 4713."
- (4) "*Financial Statements*" means financial reports of the Grantee's accounting records for a given fiscal year, prepared by an independent accountant or employee of the Grantee, including balance sheet, income and expense statement, statement of cash flows, and the preparer's notes to the Financial Statements.
- (5) "GAAP" means Generally Accepted Accounting Principles, a combination of authoritative accounting principles, standards and procedures (set by policy boards). Usual statements in a financial statement include balance sheet, statement of income and expenses, statement of cash flows and notes to the financial statements.
- (6) "GAAS" means Generally Accepted Auditing Standards, issued by the American Institute of Public Accountants (AICPA).
- (7) "GAS" means Government Auditing Standards, issued by the Comptroller General of the United States, to be followed in audits of state and local governments and non-profit organizations that receive federal financial assistance. GAS is often referred to as Generally Accepted Government Auditing Standards ("GAGAS"). For financial statement audits, GAS/GAGAS incorporate the generally accepted standards issued by the AICPA.
- (8) "*Management Letters*" means the auditor's notes and recommendations to the Grantee's management personnel subsequent to a fiscal audit.
- (9) "*Non-profit Organization*" means a corporation or foundation which: (1) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; and (2) does not distribute any part of its income to its members, trustees, or officers. "Program-Specific Audit" means an audit of one specific federal program, using GAGAS standards, as described in OMB Circular A-133.200(c) and A-133.235.
- (10) "*Reporting Package*" means the auditor's package of financial reports as defined in OMB Circular A-133, and shall include Financial Statements and Schedule of Expenditures of Government Funds, Summary Schedule of prior audit findings, Auditor's report(s), and corrective action plan.

- (11) "*SULCAG*" means the State of Utah Legal Compliance Audit Guide issued by the State Auditor's Office.
- (12) "*Schedule of Expenditures*" means a breakdown of expenditures of Government Funds for a given year, showing the total administrative expenses as compared to funds expended for program services.
- (13) "*Single Audit*" means an audit which includes both the Grantee's Financial Statements and the Federal awards using GAGAS standards, as described in OMB Circular A-133.500.
- (14) "*Statement of Functional Expense*" means a breakdown of administration expenses and expenses attributed to actual program services on a program-by-program basis.
- (15) "*Summary Schedule*" means a summary listing of all Audit Findings reported in the prior annual audit, and includes the Summary Schedule reported in the prior annual audit, except Audit Findings listed as corrected.



**Table 3: Federal, State, and DWS Auditing Requirements**

<b><u>Type of Entity</u></b>	<b>Amount of Annual Funding</b>	<b>Federal Audit &amp; Reporting Requirements</b>	<b>State Audit &amp; Reporting Requirements</b>	<b>DWS Grant Reporting Requirements</b>	<b>Submission Deadlines</b>
Government Agency; Non-Profit Subrecipient;  OR Non-Profit Service Provider	<b>\$500,000</b> or more expended in Federal Funds	<p>Single Audit or Program Specific Audit, using GAGAS standards.  (OMB Circular A-133.200, A-133.235, and A-133.500)</p> <p><b><u>Financial Reports Required from Grantee:</u></b></p> <p>1. Data Collection Form as described in OMB Circular A-133.320 (a), (b) and (d) -to Federal Clearinghouse</p> <p>2. Reporting Package- to:  (a) Federal Clearinghouse  (b) Each federal awarding agency - if audit disclosed Audit Findings or reported the status of any Audit Findings in the Summary Schedule  (OMB Circular A-133.320 (c) and (d))</p> <p>3. Submission by Subrecipients:  (a) “Reporting Package” to each Pass-Through Entity when Audit Findings were disclosed relating to federal awards;  (b) “Written Notification” to each Pass-Through Entity when no Audit Findings were disclosed and a Reporting Package was not required.  (OMB Circular A-133.320(e)(1) and (e)(2))</p>	<p>Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following audits and reports to the Utah State Auditor's Office:</p> <p>1. Copies of the entire <u>Single Audit or Program Specific Audit report</u></p> <p><b><u>2. The auditor’s management letter, if the Single Audit or Program Audit report disclosed any Audit Findings.</u></b></p> <p>(The SULCAG provides that there are NO reporting or auditing REQUIREMENTS for Non-Profit Organizations that receive LESS THAN 50% of their total funding from Government Funds, regardless of the amount of funding.)</p>	<p>1. <u>As required by OMB Circular A-133</u>, both government and non-profit Grantees shall provide to DWS the following:</p> <p>a. Reporting Package - if audit disclosed Audit Findings or reported the status of any prior Audit Findings in the Summary Schedule; or</p> <p>b. Written Notification – if audit did not disclose Audit Findings or report on the status of any prior Audit Findings in the Summary Schedule; and</p> <p>2. <u>This Grant also requires Grantee to submit the following:</u></p> <p>a. Auditor's Management Letter; and</p> <p>b. Upon request by DWS,</p> <p>(1) Entire Single or Program Specific Audit report; and</p> <p>(2) Reporting Package (if not already required by OMB Circular A-133)</p> <p>(3) For non-profit Grantees, the statement of Functional Expenses.</p>	<p>1. Thirty (30) days after Grantor receives the auditor's reports, or nine (9) months after end of fiscal year audited, whichever occurs first.  (OMB Circular A-133.320)</p> <p>2. The above deadlines also apply to submission of Single Audit or Specific Audit reports required by the Utah State Auditor's Office and this DWS Grant.</p>

<u>Type of Entity</u>	<u>Amount of Annual Funding</u>	<u>Federal Audit &amp; Reporting Requirements</u>	<u>State Audit &amp; Reporting Requirements</u>	<u>DWS Grant Reporting Requirements</u>	<u>Submission Deadlines</u>
Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider	Less than <b>\$500,000</b> expended in Federal Funds, but <b>\$350,000</b> or more in total revenue	No audit required -- but records must be available for review or audit by Fed. Officials (OMB Circular A-133.200(d))	<p>All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following audits and reports to the Utah State Auditor's Office:</p> <p>a. Audited Financial Report using GAS/GAGAS (also know as "Yellow Book" standards.</p> <p>b The auditor's management letter, if the GAS/GAGAS "Yellow Book" report disclosed any Audit Findings.</p> <p>See Also Utah Code Ann.</p> <p>§ 51-2-3 regarding records to be included in the Audit Report, compliance with State law, test work requirements, Compliance Opinion and other compliance issues.</p>	<p>Government agencies and non-profit entities if 50% or more of the total funds received by non-profit Grantee are Government Funds:</p> <p>1. Copy of the Entire Audit Report required by the SULCAG; <b>and</b></p> <p>2. Auditor's Management Letter.</p> <p>3. Statement of Functional Expenses.</p> <p>IF LESS THAN 50% of total funds received by a non-profit Grantee are from Government Funds such that Grantee is not required by the SULCAG to submit any financial reports, DWS requires:</p> <p>1. Unaudited CPA Review; <b>and</b></p> <p>2. Statement of Functional Expenses.</p>	<p>Within six (9) months after end of Grantee's fiscal year</p> <p>Utah Code Ann. §51-2-2</p>
	Less than <b>\$350,000</b> but <b>\$200,000</b> or more in total revenue	NO REQUIREMENTS	<p><b><u>All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office:</u></b></p> <p>Unaudited CPA Review.</p>	<p>Government agencies and non-profit entities (if 50% or more of the total funds received by non-profit Grantee are Government Funds):</p> <p>1. Unaudited CPA Review; and</p> <p>2. Statement of Functional Expenses</p> <p>IF LESS THAN 50% of total funds received by a non-profit Grantee are from Government Funds:</p> <p>1. Unaudited CPA Compilation; and</p> <p>2. Statement of Functional Expenses</p>	<p>Within six (9) months after end of Grantee's fiscal year</p>

<u>Type of Entity</u>	<u>Amount of Annual Funding</u>	<u>Federal Audit &amp; Reporting Requirements</u>	<u>State Audit &amp; Reporting Requirements</u>	<u>DWS Grant Reporting Requirements</u>	<u>Submission Deadlines</u>
	Less than <b>\$200,000</b> but <b>\$100,000</b> or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office:  Unaudited CPA Compilation	All Non-Profit Organizations that receive 50% or more of their total funding from Government Funds AND all governmental agencies:  1. Unaudited CPA Compilation; <b>and</b> 2. Statement of Functional Expenses <b><u>IF LESS THAN 50% of the total funds received by a Non-Profit Organization are from Government Funds:</u></b>  1. Unaudited Financial report prepared according to GAAP; <b>and</b> 2. Statement of Functional Expenses	Within six (9) months after end of Grantee's fiscal year
	Less than <b>\$100,000</b> but <b>\$10,000</b> or more in total revenue	NO REQUIREMENTS	<b><u>All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office:</u></b>  Financial Information on the form approved by the State Auditor.	All Grantees:  Unaudited financial information, including, at a minimum:  1. Balance sheet; <b>and</b> 2. Income and Expenses Statement	Within six (9) months after end of Grantee's fiscal year

All Contracting Entities	Less than <b>\$10,000</b> received from DWS in the Fiscal Year	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit to the Utah State Auditor's Office, financial information on the form approved by the State Auditor	NO REQUIREMENTS	Within six (9) months after end of Grantee's fiscal year
For-Profit Subrecipients; OR Service Providers	Based upon the same funding level breakdowns as above	NO REQUIREMENTS	NO REQUIREMENTS	<p>The non-profit reporting requirements identified above also apply to for-profit Grantees with the following exceptions:</p> <ol style="list-style-type: none"> <li>1. The reporting format required of non-profit Grantees is not required.</li> <li>2. The Independent Auditor's Report on State Legal Compliance is not required.</li> <li>3. The financial reports of foreign organizations (organizations located outside the State of Utah) shall be accepted as prepared.</li> <li>4. Local subsidiaries or divisions of an outside organization shall submit a statement of functional expenses in addition to the parent organization's financial report.</li> </ol>	Within six (9) months after end of Grantee's fiscal year

## ATTACHMENT

### INSURANCE

- A. **Required Insurance.** GRANTEE shall maintain adequate protection against liability as specified in this Grant. Specifically, unless DEPARTMENT gives prior written consent to a different arrangement, GRANTEE shall maintain commercial insurance or self-insurance for the dollar amounts and types of coverage specified in this Grant. Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time this Grant is executed.

Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, **if** GRANTEE provides documentation verifying the insurance company providing GRANTEE'S insurance **is reinsured** by another affiliated insurance company that **does meet** the required rating and class size requirements.

GRANTEE'S insurance policy shall include an endorsement that names the State of Utah, DEPARTMENT, and their officers and employees as additional insured's, and the policy shall provide the State of Utah, DEPARTMENT, and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of GRANTEE'S acts or omissions in connection with this Grant. GRANTEE is not required, however, to obtain an "additional insured" endorsement for any professional liability insurance policy or Workers' Compensation insurance policy (See subsections (2)(c)(1)(c), (2)(c)(3) and (2)(d) of this provision ("Insurance Clause."))

- B. **Deductibles and Similar Costs.** GRANTEE shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs. The deductible for the insurance policies required by this Grant may not exceed \$1,000.00, unless GRANTEE obtains prior written approval of the deductible (and the corresponding policy) from DEPARTMENT.

#### **Types of Liability Protection GRANTEE Must Provide:**

1. Private Grantee—Commercial Insurance Required: If GRANTEE is not a governmental entity of the State of Utah, GRANTEE shall maintain the following policies of liability insurance at its sole expense during the term of this Grant, unless GRANTEE has already satisfied the requirements of the "self-insurance" provision (subsection (2)(c)(2)) below:
  - (a) *General Liability Insurance:* GRANTEE shall maintain policies of general liability insurance that at a minimum shall cover the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of GRANTEE. The policy shall provide for a combined single

limit or the equivalent of not less than \$1,000,000 for each occurrence. If GRANTEE is providing services at more than one site, the general liability insurance must cover each of those sites. If the general liability insurance coverage obtained by GRANTEE is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to five (5) years beyond the date that this Grant is terminated.

- (b) *Automobile Insurance:* If GRANTEE'S services involve transporting any clients or goods for DEPARTMENT, GRANTEE shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by GRANTEE (including owned, hired and non-owned vehicles.) The policy shall provide for a combined single limit, or the equivalent, of not less than \$1,000,000. If GRANTEE subcontracts with another entity or individual for transportation services, or services that include transportation services, GRANTEE may satisfy this insurance requirement by submitting proof that the Subgrantee has complied with the requirements of the "Insurance and Indemnification" section of this Grant.
- (c) *Professional Liability Insurance:* If GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Grant, GRANTEE shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and aggregate. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Grant.

2. Private Grantee—No Commercial Insurance Required, But Self-Insurance, Indemnification and Prior Department Approval Required: If GRANTEE claims that it is self-insured, GRANTEE shall provide DEPARTMENT with adequate evidence that GRANTEE is financially solvent and has established financial arrangements (such as a written comprehensive self-insurance program, performance bonds or fidelity bonds) that will provide DEPARTMENT with liability protection at least as adequate and extensive as the insurance otherwise required under this Grant for non-governmental entities. Specifically, GRANTEE must show that its ability to process and pay claims adequately, fairly and in a timely manner is comparable to a commercial insurer that provides general-liability insurance, automobile insurance and professional liability insurance. Before executing this Grant, GRANTEE shall obtain from DEPARTMENT a written statement indicating that DEPARTMENT has determined, based on GRANTEE'S financial evidence and representations, that GRANTEE'S self-insurance arrangements and indemnification agreements are sufficient to satisfy the requirements of this Grant, and GRANTEE is therefore not required to obtain additional commercial liability insurance naming DEPARTMENT as an insured

party. If it sees fit, DEPARTMENT may include in this statement any additional conditions designed to ensure that GRANTEE'S self-insurance arrangements are comparable to the insurance required of other non-governmental Grantees. A copy of the statement is attached to this Grant, and is a material provision of this Grant. Nothing in this provision shall be construed to require DEPARTMENT to consent to any self-insurance arrangements, and DEPARTMENT may withhold its approval for any reason whatsoever.

3. Doctors, Dentists, Mental Health Therapists and Other Professionals: If GRANTEE is a doctor, dentist, social worker, mental health therapist or other professional who provides services directly to clients, GRANTEE shall obtain from a commercial insurer and maintain at its sole expense a policy of general liability insurance and a policy of professional liability insurance ("malpractice insurance") during the term of this Grant. The policy shall provide for a limit of not less than \$1,000,000 per occurrence and aggregate.
4. Governmental Grantees and the Utah Governmental Immunity Act: If GRANTEE is a governmental entity under the Utah Governmental Immunity Act (Title 63, Chapter 30 of the Utah Code), the parties agree that consistent with the terms of the Governmental Immunity Act, each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.
  - (a) **All Grantees--Workers' Compensation.** GRANTEE shall comply with the Utah Workers' Compensation Act (Title 34A, Chapter 2 of the Utah Code), which requires employers to provide workers' compensation coverage for their employees.
  - (b) **Indemnification.** Regardless of the type of insurance required by this section, GRANTEE (and where applicable, the Subgrantee) shall provide the following indemnification:
    1. Indemnification by Non-Governmental Grantee: If GRANTEE is not a governmental entity of the State of Utah, GRANTEE shall defend, hold harmless and indemnify DEPARTMENT and its employees and agents from and against all claims arising under this Grant as a result of GRANTEE'S acts or omissions to act. If a court determines that the conduct of DEPARTMENT or its agents or employees is solely responsible for the claim in question, GRANTEE shall have no obligation to indemnify DEPARTMENT, and DEPARTMENT shall reimburse GRANTEE for any reasonable attorney's fees and costs actually incurred by GRANTEE in defending the action.
    2. Indemnification by Governmental Grantee: If GRANTEE is a governmental entity of the State of Utah, GRANTEE and DEPARTMENT shall defend, hold harmless and indemnify each other and their respective employees, agents, volunteers and invitees from and against all claims

resulting from their negligent or wrongful conduct under this Grant, but in no event shall the indemnification obligation of either party exceed the amount set forth in Section 63-30-34 of the Utah Governmental Immunity Act or any similar statute in effect when a judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. This Grant shall not be construed with respect to third parties as a waiver of any governmental immunity to which a party to this Grant is otherwise entitled.

3. Definition of the Term "Claim": Regardless of the type of GRANTEE, the term "claim" in these "Indemnification" provisions includes any and all claims, losses, damages, liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the performance of this Grant or with a party's failure to comply with the provisions of this Grant.
  4. Defense of Suits Brought Upon Claims: GRANTEE shall defend all suits brought upon such claims and shall pay all incidental costs and expenses, but DEPARTMENT shall have the option to participate in the defense of any such suit in which DEPARTMENT perceives that its interests are not being protected by GRANTEE. In such cases, the participation of DEPARTMENT does not relieve GRANTEE of any obligation under this Grant. However, if DEPARTMENT elects to retain independent counsel, DEPARTMENT shall pay the attorney's fees and costs associated with such counsel.
  5. No Subrogation or Contribution: GRANTEE understands that it has no right of subrogation or contribution from the State or DEPARTMENT for any judgment rendered against GRANTEE to the extent that such judgment results from GRANTEE'S own negligence or material failure to perform under the terms of this Grant.
- (c) **Insurance Required of SubGrantees.** SubGrantees shall satisfy the insurance and indemnification requirements applicable to them. (See definition of "Subgrantee" in this Grant.) For example, if GRANTEE is a governmental entity and the Subgrantee is a non-governmental entity, GRANTEE shall comply with the insurance and indemnification provisions applicable to governmental entities, and the Subgrantee shall comply with the insurance and indemnification provisions applicable to non-governmental entities.
- (d) **Certificate of Insurance, "Additional Insured" Endorsement and Evidence of Continued Coverage.** Before signing this Grant, a non-governmental GRANTEE or Subgrantee shall obtain from its insurer(s) and shall provide to DEPARTMENT certificates of insurance and "additional insured" endorsements that indicate that the required coverage is in effect and that the



insurer shall give DEPARTMENT thirty (30) days notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request from DEPARTMENT, a non-governmental GRANTEE or Subgrantee shall provide DEPARTMENT with evidence that GRANTEE or Subgrantee has the insurance coverage required by this Grant. Governmental entities are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage.